

**ADDENDUM #1 (DTD. 09/19/08) NOTE SEE PRE-PROPOSAL CONFERENCE QUESTIONS AND ANSWERS**



## **NOTICE OF SOLICITATION**

**SERIAL 08093-RFP**

**REQUEST FOR PROPOSAL TO: DEVELOP A DUST ABATEMENT HANDBOOK**

Notice is hereby given sealed proposals will be received by the Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on SEPTEMBER 26, 2008 for the furnishing of the following product for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 08093-RFP REQUEST FOR PROPOSAL TO DEVELOP A DUST ABATEMENT HANDBOOK."**

The Maricopa County Procurement Code ("Code") governs this procurement and is hereby incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE  
MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT

**DIRECT ALL INQUIRIES TO:**

DAVE LAFOND  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-3248  
EMAIL: [lafond@maricopa.gov](mailto:lafond@maricopa.gov)

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 16, 2008 AT 10:00 AM, ARIZONA TIME AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003.**

**NOTE:** MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE. THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT <http://www.maricopa.gov/materials/advbd/advbd.asp>.

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

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**Signature:**

**Date:**

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NOTICE

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**REQUEST FOR PROPOSAL TO: DEVELOP A DUST ABATEMENT HANDBOOK****1.0 BACKGROUND:**

The Maricopa County Air Quality Department (MCAQD) consists of Stationary Source Compliance, Dust Compliance, Engineering, Enforcement, Air Monitoring, Planning & Analysis (Emissions Inventory), Trip Reduction and Voluntary Vehicle Repair & Retrofit, Community Relations and Administration. MCAQD is responsible for enforcing federal, state and local laws, regulations, rules and ordinances pertaining to air quality within Maricopa County. This responsibility also includes issuing permits, development of rules and providing education, training, information and assistance to regulated industries and the community.

**2.0 QUALIFICATION / EXPERIENCE REQUIREMENTS:**

Respondent must possess an educational background and/or experience in environmental disciplines and preferably some experience with air quality in order to ensure a technical understanding of the content

**3.0 SCOPE OF WORK:**

Contractor shall furnish all necessary resources to facilitate / coordinate the creation of a living document (handbook or guide) to be used to assist the development of a positive and comprehensive construction activities program within Maricopa County, and to address the mitigation of PM10 (particulate matter less than 10 microns in diameter) impacts as the County continues to grow and prosper. This guide will provide a clear narrative supported by photos and other media that the department, regulated industry and the community can use to gain a clear understanding of the processes required to ensure activities are in compliance.

**3.1 TASKS:**

- 3.1.1 Task #1: Meet with MCAQD staff to discuss scope of work, deliverables and timetable.
- 3.1.2 Task #2: Brainstorm with MCAQD staff to discuss proposed guide content, approach, matrix and/or templates, and identify industry participants and contacts.
- 3.1.3 Task #3: Coordinate and facilitate two (2) workshops to establish contents of this guide with regulated industry and the community, to provide a clear narrative supported by photos and other media that the MCAQD, regulated industry and the community can use to gain a clear understanding of the processes required to ensure activities are in compliance.
- 3.1.4 Task #4: Bring together appropriate resources, all existing documentation and guide creation of needed documentation and/or changes. MCAQD will provide list/copies of rules, ordinances, regulations, laws and other documentation pertinent to support guide.

**3.2 DELIVERABLES / TIMELINE:**

Provide a single document, in hardcopy and electronic formats, providing clear and predictable guidelines for both industry and County in accordance with the following delivery timeline.

<b>Deliverables</b>	<b>Date Due to MCAQD</b>
Provide proposed guide content, approach, matrix and/or templates.	2 weeks after notice to proceed
Complete meetings with industry and community to gather their recommended / desired content.	2 months after notice to proceed
Draft of document for review and comment by MCAQD, industry, community.	3 months after notice to proceed
Second draft back for review and comment by MCAQD, industry, community.	4 months after notice to proceed
Completed document with both printed and digital copies.	5 months after notice to proceed

**3.3 ACCEPTANCE:**

County will review submitted work products. If the work product is deemed acceptable, County will approve invoices for payment. If work product is not acceptable, it will be returned for correction as is necessary. Upon acceptance of a monthly report and/or any applicable work product, County will deem the work acceptable and approve the current invoice

- 3.3.1 The document shall be written and illustrated to convey the technical language of rules, laws, regulations and ordinances in a manner easily understood by any level of reader.
- 3.3.2 The document shall be structured as any instructional and informational guide in that it shall include acknowledgements, forwards, table of contents, list of figures, appendix, drawings and attachments, list of acronyms and definitions pertinent to subject matter.
- 3.3.3 The document shall include any MCAQD operating procedures, training materials or documents to reflect clear definitions, procedures and expectations not only for MCAQD, but also industry and community aspects. These include dust control permit application and general requirements, control measures and best management practices.
- 3.3.4 The document shall include charts, graphs, photographs and drawings where applicable, in order to clarify requirements and/or conditions.
- 3.3.5 The document must reflect the official character font and type of Maricopa County. Colors to be incorporated where appropriate to best present the material. Proof of document may be bound or loose leaf for insertion into binder and be the standard 8 1/2 X 11 paper size, the handbook is also to be delivered on CD or DVD for distribution.
- 3.3.6 The document shall include references to the Maricopa County “*Running Out Of Air*” media campaign. Refer and provide links to Maricopa County and MCAQD web sites as these provide excellent sources of information and guidance. Consideration for links to EPA and Arizona Department of Environmental Quality should be included as well.

**3.4 FACILITIES:**

Facilities and technology for compiling and publication of the document may be provided by the department. At request of facilitator working area and technology may be provided by MCAQD, if such space is available.

**3.5 INVOICES AND PAYMENTS:**

- 3.5.1 Respondent will be paid upon County’s acceptance of each deliverable.
- 3.5.2 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information, as applicable:
  - Company name, address and contact
  - County bill-to name and contact information
  - Contract Serial Number
  - County purchase order number
  - Invoice number and date
  - Payment terms
  - Date(s) of service
  - Quantity (number of days or weeks)
  - Contract Item number(s)
  - Description of services
  - Pricing per unit of service

- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.5.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.5.4 Payment, if Respondent agrees, may be made by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

3.5.5 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.6 TAX:

Tax shall not be levied against labor. It is the Respondent's responsibility to determine any and all taxes and include the same in Respondent's proposal price.

3.7 DELIVERY:

It shall be the Respondent's responsibility to deliver completed work product within the timeline established in Section 3.3, above. County reserves the right to obtain services on the open market in the event the Respondent fails to make delivery and any price differential will be charged against the Respondent.

4.0 **SPECIAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

The term of this Contract shall commence on the date the Director signs the Contract and will remain in effect for 150 days, unless terminated, canceled, or extended as otherwise provided herein.

4.2 INDEMNIFICATION

To the fullest extent permitted by law, Respondent shall defend, indemnify, and hold harmless County, its officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Respondent's duty to defend, indemnify and hold harmless County, its officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

#### 4.3 INSURANCE REQUIREMENTS

Respondent, at Respondent's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Respondent's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Respondent shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certificate(s) of any or all of the herein required insurance. County shall not be obligated, however, to review such certificate(s) or to advise Respondent of any deficiencies in such policies and endorsements, and such receipt shall not relieve Respondent from, or be deemed a waiver of County's right to insist on strict fulfillment of Respondent's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Respondent's work or service.

##### 4.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

##### 4.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Respondent's owned, hired, and non-owned vehicles assigned to or used in performance of the Respondent's work or services under this Contract.

**4.3.3 Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Respondent's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Respondent waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Respondent pursuant to this Contract.

**4.3.4 Certificates of Insurance.**

4.3.4.1 Prior to commencing work or services under this Contract, Respondent shall have insurance in effect as required by the Contract in the form provided by the County, issued by Respondent's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE RESPONDENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Respondent's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**4.3.4.2 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.4 INTERNET CAPABILITY:**

The County intends to use the Internet to communicate and possibly to place orders under this Contract. Respondents without Internet capability may be considered non-responsive and not eligible for award consideration.

**4.5 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**4.6 SCHEDULE OF EVENTS:**

Request for Proposals Issued: 9-04-08

Preproposal Conference: 9-16-08

Deadline for written questions (48) hours after Pre-Proposal Conference. Questions will not be responded to prior to the Pre-Proposal Conference. All questions must be submitted to

sdahle@mail.maricopa.gov and be received by 2:00 P.M., Arizona time. All questions and answers will be posted to [www.maricopa.gov](http://www.maricopa.gov) with the original solicitation.

Proposals Opening Date: 9-26-08

(Deadline for submission of proposals is 2:00 P.M., Arizona time. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494.)

Proposed review of Proposals and short list decision: 10-10-08

Proposed Respondent presentations: (if required) 10-24-08

Proposed selection and negotiation: 10-28-08

Proposed Best & Final Offer due: (if required) 11-04-08

Proposed award of Contract: 12-11-08

All proposal responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

#### 4.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Dave LaFond, Procurement Officer, 602.506.3248  
lafond@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

#### 4.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

- 4.9.1 One (1) original hardcopy of all proposal documents.
- 4.9.2 One (1) CD providing all proposal documents in Word and Excel (Attachment A), then the entire proposal document in PDF format.
- 4.9.3 Four (4) CD's providing the entire proposal in PDF format only.
- 4.9.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street



Phoenix, Arizona 85003-2494

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- 4.9.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

4.10 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of [08] – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL [08] - RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the Proposal, Solicitation, Serial [07] - RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

4.11 GENERAL CONTENT:

The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

4.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: (Responses are limited to 25 pages, single sided, 12 point font type).

4.12.1 Table of Contents

4.12.2 Letter of Transmittal Sample (Exhibit 2)

- 4.12.3 Executive Summary – This section shall contain a narrative explaining the process and approach to reaching a satisfactory, clear understanding and delineation of responsibilities where authorities overlap. An outline of the general approach utilized in the proposal. This section shall also acknowledge Respondent's understanding and intent to meet and keep on-target with the project timeline and milestones to project completion.

4.12.4 Proposal.

Respondent will describe its proposed approach to accomplish the work laid out in the Scope of Work.

4.12.5 Qualifications.

This section shall provide an overview of Respondent's experience and describe the respondent's ability to provide the proposed handbook. Resume of proposed project manager and any other person considered to be key to successful delivery of the proposed handbook in accordance with the specified timeline. Respondents will prepare a summary of the firm's qualifications to deliver the proposed handbook. The Respondent will specifically include responses to the following:

- 4.12.6 Proposal exceptions
- 4.12.7 Other data (if applicable)
- 4.12.8 Attachment A (Pricing)
- 4.12.9 Attachment B (Agreement Page)
- 4.12.10 Attachment C (References)
- 4.12.11 Exhibit 4, Sole Proprietor Waiver (if applicable)

**4.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, if deemed necessary, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed in descending order of importance.

- 4.13.1 Proposal's indication of your understanding of request for proposal and desired results, including timeline (milestones) to complete the project.
- 4.13.2 Contractor's and proposed project manager's experience and credentials.
- 4.13.3 Price of Services (Total price for all services required).

**4.14 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

4.14.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 4.14.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 4.14.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.14.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4.14.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.14.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

4.14.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**4.15 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.15.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

4.15.2 The County may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**4.16 POST AWARD MEETING:**

The successful Respondent shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A  
PRICES**

**SERIAL: 09093-RFP**

COMMODITY CODE: NIGP 91815, 91843

RESPONDENT'S NAME:

RESPONDENT'S VENDOR # :

RESPONDENT'S STREET ADDRESS:

P.O. ADDRESS:

RESPONDENT'S PHONE #:

RESPONDENT'S FAX #:

RESPONDENT'S WEB SITE:

RESPONDENT'S CONTACT (REP):

RESPONDENT'S REP'S E-MAIL ADDRESS:

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: \_\_\_\_%

	YES	NO	REBATE
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:	[ ]	[ ]	
WILL ACCEPT PROCUREMENT CARD:	[ ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[ ]	% _____
HAVE INTERNET ORDERING CAPABILITY:	[ ]	[ ]	% _____

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.  
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.  
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

NET 10	_____
NET 15	_____
NET 20	_____
NET 30	_____
NET 45	_____
NET 60	_____
NET 90	_____
2% 10 DAYS NET 30	_____
1% 10 DAYS NET 30	_____
2% 30 DAYS NET 31	_____
1% 30 DAYS NET 31	_____
5% 30 DAYS NET 31	_____

**PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:**

\_\_\_\_\_ NEWSPAPER ADVERTISEMENT  
\_\_\_\_\_ MATERIALS MANAGEMENT WEB SITE  
\_\_\_\_\_ E-MAIL PRE-SOLICITATION NOTICE  
\_\_\_\_\_ OTHER (PLEASE SPECIFY)

**ATTACHMENT A  
PRICES**

<b>DELIVERABLE</b>	<b>Not To Exceed</b>
<b>1.0</b> Proposed Guide Content, Approach, Matrix and/or Templates	<hr/>
<b>2.0</b> Meetings Completed	<hr/>
<b>3.0</b> First Draft Document	<hr/>
<b>4.0</b> Second Draft Document	<hr/>
<b>5.0</b> Completed Document	<hr/>
<b>TOTAL NOT TO EXCEED AMOUNT</b>	<hr/>

## ATTACHMENT B

### AGREEMENT

THE UNDERSIGNED HEREBY OFFERS AND AGREES TO FURNISH THE MATERIALS OR SERVICES IN COMPLIANCE WITH ALL THE TERMS, CONDITIONS, SCOPE OF WORK AND ADDENDA TO THE SOLICITATION.

BY SIGNING THIS PAGE THE UNDERSIGNED CERTIFIES THAT UNDERSIGNED HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREES TO BE CONTRACTUALLY BOUND TO THEM.

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MINORITY/ WOMEN-OWNED SMALL BUSINESSES CERTIFICATION (check appropriate item):

☐ Disadvantaged Business Enterprise (DBE)  
☐ Women-Owned Business Enterprise (WBE)  
☐ Minority Business Enterprise (MBE)  
☐ Small Business Enterprise (SBE)

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RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

/

FACSIMILE

CITY

STATE

ZIP

DATE

WEB SITE:

EMAIL ADDRESS:

**ATTACHMENT C**

**RESPONDENT REFERENCES**

*(PREFERABLY GOVERNMENTAL ENTITIES)*

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**EXHIBIT 1**

**VENDOR REGISTRATION**  
**AND**  
**SMALL BUSINESS PROGRAM INFORMATION**

**On-Line Registration is FREE and REQUIRED for all vendors.**

**Register On-line at [www.maricopa.gov/materials](http://www.maricopa.gov/materials)**

**It is required that you select an appropriate commodity code(s) associated with your line of business.**

**Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.**

**If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).**

**SMALL BUSINESS PROGRAM**

**(MCBIZ)**

**"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.**

**Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.**

**Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."**



**EXHIBIT 2**

**LETTER OF TRANSMITTAL**

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number 08093-RFP

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits our response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in our proposal if awarded the contract. We understand we shall thereupon be contractually obligated to carry out our contractual responsibilities respecting the services proposed.

We acknowledge receipt of Addendum / Addenda \_\_\_\_\_ and further acknowledge information provided in the Addendum or addenda has been incorporated into our proposal.

Kindly advise us, in writing, on or before \_\_\_\_\_ if you should desire to accept our proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

### EXHIBIT 3

#### CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:  
  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

**EXHIBIT 4**

**SOLE PROPRIETOR WAIVER**



MARICOPA COUNTY RISK MANAGEMENT  
222 North Central Avenue, Suite 1110  
Phoenix, Arizona 85004

**SOLE PROPRIETOR WAIVER**

**NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_ (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor		Social Security Number	Telephone Number
Street Address / P.O. Box		City	State      Zip Code
Signature of Sole Proprietor		Date	
Maricopa County Materials Management Department			
Signature of Procurement Officer		Date	

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.

\_\_\_\_\_  
Signature of Risk Management Representative      Date

## Pre-proposal Conference Questions and Answers

### DEVELOP A DUST ABATEMENT HANDBOOK

**QUESTION:** Section 3.3 of the RFP does not clarify the format for the final work product. Would MCAQD prefer the final electronic product to be in high quality PDF or some other format. Would it be sufficient to say "Photo Quality Printing Format" instead of specifying the specific working program?

**ANSWER:** **High quality PDF but must be editable as our rules and regulations do change.**

**QUESTION:** I would like to know if there is a proposed length for this publication. How long and or detailed does the MCAQD in-vision this handbook to be? Also, under 3.3.5 it states that the "proof" may be 8 1/2 by 11 for your review. I would like to know if the actual publication will be in this size or a smaller handbook format?

**ANSWER:** **No set length, but will be determined by the material to be covered. Most "books" we have seen are 8 1/2x11.**

**QUESTION:** Potential Award Date being December 11th, 2 weeks from then is the due date for the first meeting - 25 December AKA Christmas. Most people take off a great deal of time for the holiday and I could see it being a problem to get all of the applicable staff in the meeting until after January 5th.

**ANSWER:** **Schedule will be subject to discussion – County intends to be flexible concerning schedule during the holiday seasons.**